

# **EXHIBIT 28**

EXECUTION VERSION

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT dated as of May 28, 2021 (as amended, restated, supplemented, amended and restated or otherwise modified from time to time, this “**Agreement**”), is made by WSOU Investments, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of OT WSOU TERRIER HOLDINGS, LLC, a Delaware limited liability company (the “**Lender**”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of May 28, 2021 (as amended, restated, supplemented, amended and restated or otherwise modified from time to time, the “**Loan Agreement**”), between WSOU Investments, LLC, as borrower (the “**Borrower**”), and the Lender, the Lender has made Advances and extended certain other financial accommodations to the Borrower;

WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered a Security Agreement dated as of May 28, 2021 (as amended, restated, supplemented, amended and restated or otherwise modified from time to time, the “**Security Agreement**”) pursuant to which the Grantor granted to the Lender, a continuing security interest in the Collateral, including without limitation the Patent Collateral (as defined below) to secure all Obligations;

WHEREAS, the execution and delivery by Grantor of this Agreement is a condition precedent to the effectiveness of the Loan Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, as follows:

SECTION 1 Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2 Grant of Security Interest in Patents. As security for the prompt and complete payment and performance in full when due of all Obligations, the Grantor, until such time as Grantor becomes an Unrestricted Subsidiary, hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Lender, and hereby grants to the Lender, a continuing security interest in and lien on all of Grantors right, title and interest in, to and under the Patents listed on Schedule I hereto, including without limitation (i) all letters patent of the United States of America or any other country, all registrations and recordings thereof and all applications for letters patent of the United States of America or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in the United States of America or any other country, (ii) all reissues, continuations, divisions, continuations in part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein, (iii) all patent licenses, and similar agreements, and (iv) all Proceeds of, and

rights associated with, the foregoing (including licenses, royalties income, payments, claims, damages and Proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license, in each case, whether now or hereafter owned or existing or acquired or arising and wherever located (collectively, the “*Patent Collateral*”).

SECTION 3 Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Patent Collateral with the United States Patent and Trademark Office. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

SECTION 4 Loan Document. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 5 Recordation. The Grantor hereby authorizes and requests that the Register of Patents and any other applicable government officer record this Agreement.

SECTION 6 Governing Law: Jurisdiction: Consent to Service of Process.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to principles of conflicts of law. The Grantor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of any United States federal court sitting in or with direct or indirect jurisdiction over the Southern District of New York or any New York state or superior court sitting in New York, New York, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document to which Grantor is a party, or for recognition or enforcement of any judgment, and the Grantor irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such state courts or, to the fullest extent permitted by applicable Law, in such Federal courts. The Grantor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. Nothing in this Agreement or in any other Loan Document shall affect any right that Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Grantor or any of its properties in the courts of any other jurisdiction.

(b) The Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any court referred to in paragraph (a) of this Section. The Grantor hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) The Grantor irrevocably consents to service of process in the manner provided for notices in Section 11.1 of the Loan Agreement. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable Law.

SECTION 7 Electronic Signature. Delivery of an executed signature page to this Agreement by facsimile (or other electronic transmission) shall be as effective as delivery of an original executed signature page to this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

GRANTOR:

WSOU INVESTMENTS, LLC

By: 

Name: Stuart Shanus

Title: President

[Signature page to Patent Security Agreement]